

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF VERMONT

U.S. DISTRICT COURT
DISTRICT OF VERMONT
FILED

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Damian J. Renzello,)
Plaintiff, *pro se*)
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)
)
v.) File No. 1:05-CV-153
)
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)
Michael E. Nelson.)
Defendant)

**PLAINTIFF'S MOTION TO SEEK HEARING ON ENFORCEMENT OF THE
COURT'S AGREEMENT AND CONSENT JUDGMENT**

NOW COMES Damian J. Renzello of East Montpelier, *pro se*, who files this Plaintiff's Motion to Seek Hearing on Enforcement of the Court's Agreement and Consent Judgment, and attests the following:

- 1) The Honorable Court in its most recent order noted that if after "30 days from his receipt of ... notice," Defendant "Nelson has not cured his non-compliance" with the court's previous orders to cease and desist from defaming Plaintiff and his business on the Internet, Plaintiff "may then seek a hearing before the Court to enforce the Agreement."
- 2) The order of this Court dated May 16, 2007 in the above-named case stipulated (paragraph No. 2): "Plaintiff and Defendant agree not to interfere with each other's business interests for the purpose or intent of causing financial or other harm."
- 3) Further, the order of this Court dated May 16, 2007 in the above-named case stipulated (paragraph No. 3): "Plaintiff and Defendant agree to a no-contact order with each other and their families including not intentionally contacting them in person or within 100 yards, by phone, by fax, email or any other form of contact. (emphasis added)
- 4) The May 16, 2007 order also states (paragraph No. 4) that "to provide for enforcement of this agreement, a party ... may notify the other of non-compliance by registered mail" and that "upon a failure to cure the non-compliance, the aggrieved party may seek a hearing before this Court to enforce this agreement."
- 5) To respond to the Court's December 2014 order, Plaintiff regrettably reports that the handiwork of Defendant Nelson besmirching the Plaintiff and his business continues to abound and proliferate on the Internet, alas.

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6) To wit, these are just nine of the Web sites that (as of Feb. 14, 2015) contain derogatory and defamatory misinformation and --- given their verbiage --- are clearly part of the continuing effort by Defendant Nelson to ignore and flout the Agreement in this cause and the Court's orders:

- a) <http://www.ripoffreport.com/r/Porta-Rinx-and-Damian-J-Renzello/Barre-Vermont-05663/Porta-Rinx-and-Damian-J-Renzello-Porta-Rink-PortaRinks-Damien-Renzello-John-Renzello-624987>
- b) <http://civiletti.blogspot.com/2007/04/good-news-bad-judgment.html?m=1>
- c) <http://www.ripoffreport.com/r/Damian-Renzello-Porta-Rinx-and-Bambini-802-479-1880/Internet-Vermont-05651/Damian-Renzello-Porta-Rinx-and-Bambini-802-479-1880-Damian-J-Products-LLC-Porta-Rinx-599357>
- d) <http://m.topix.com/forum/source/wtlv/TTPQTEK8SVSO63BOJ>
- e) <http://www.merchantcircle.com/business/Porta-Rinx.And.The.Bambini.802-479-1880/review/list>
- f) http://popsci.typepad.com/popsci/2007/01/episode_31_home.html
- g) <http://www.merchantcircle.com/business/Porta-Rinx.And.The.Bambini.802-479-1880>
- h) <http://express-press-release.net/35/Fraud%20Against%20the%20Government%20is%20Rampant%20in%20Vermont%20According%20to%20Court%20Documents.php>
- i) <http://beanballinc.blogspot.com/2006/09/shady-hockey-returns-to-danbury.html?m=1>

7) Each of the nine Web sites cited in the preceding paragraph contains allegations about the Plaintiff that are patently false, malicious, defamatory and libelous.

WHEREUPON, Plaintiff respectfully moves for this Court to set a hearing as soon as possible, there to:

- a) weigh how best to enforce the court's order;
- b) consider citing Defendant Nelson for his contempt of the court's order and;
- c) weigh damages --- both compensatory and punitive --- for the Defendant's flagrant and ongoing flouting of the court's order.

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Plaintiff renews his prayer for the Court to allow Plaintiff --- a high-school dropout who has extreme difficulty communicating or understanding technical legal processes or lingo --- to have a friend, who would be an unpaid adviser and not purporting to act as an attorney, sit with Plaintiff at Plaintiff's table; explain things to Plaintiff during the course of proceedings; and assist the plaintiff in responding to the court or the adversarial party.

FURTHER, in light of egregious past behavior by the Defendant --- including but not limited to past threats made by the Defendant toward this Court --- the Plaintiff again prays for the Court to enforce upon Defendant the existing no-contact provisions of its order regarding the Defendant and the Defendant's family as well as to extend the umbrella of a Court-ordered no-contact provision upon Defendant as pertains to the Plaintiff's unpaid adviser and his family.

Respectfully submitted on this the 16 day of February 2015,



Damian J. Renzello
Plaintiff, *pro se*